| AMENDMENT OF SOLICITATI | ON OF CONT | TRACT | 1. Contract I | | Page 1 Of 12 | | |
|--|--|--|---|--|--|--|--|
| 2. Amendment/Modification No. | 3. Effective Date | 4. Requisition/Pu | rchase Req I | | | (If applicable) | |
| P00001 | 2007JUN14 | SEE SO | CHEDULE | | | | |
| 6. Issued By | Code W56HZV | 7. Administered I | | han Item 6) | | Code S1403A | |
| U.S. ARMY TACOM LCMC AMSTA-AQ-ATAB JOHN JOLOKAI (586)574-8373 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL | | DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451 | | | | | |
| EMAIL: JOHN.JOLOKAI@US.ARMY.MIL | | | SCD A | PAS NONE | ADP | РТ HQ0339 | |
| 8. Name And Address Of Contractor (No., Street | eet, City, County, State and | l Zip Code) | | 9A. Amendmer | nt Of Solicitatio | n No. | |
| OSHKOSH TRUCK CORP 2307 OREGON STREET P.O. BOX 2566 OSHKOSH, WI 54903-2566 | | | | 9B. Dated (See | Item 11) | t/Order No. | |
| | | | | W56HZV-07-D- | 0152 | | |
| TYPE BUSINESS: Large Business Perfo | orming in U.S. | | | 10B. Dated (See Item 13) | | | |
| Code 45152 Facility Code | | | | 2007MAR02 | | | |
| 11. T | THIS ITEM ONLY APPLI | ES TO AMENDME | ENTS OF SO | LICITATION | S | | |
| The above numbered solicitation is amend | ded as set forth in item 14. | The hour and date | specified for | r receipt of Of | fers | | |
| Offers must acknowledge receipt of this ame (a) By completing items 8 and 15, and return offer submitted; or (c) By separate letter or ACKNOWLEDGMENT TO BE RECEIVE SPECIFIED MAY RESULT IN REJECTIO change may be made by telegram or letter, popening hour and date specified. 12. Accounting And Appropriation Data (If re- NO CHANGE TO OBLIGATION DATA | ning copies of telegram which includes a D AT THE PLACE DESIGN OF YOUR OFFER. If provided each telegram or | of the amendments: reference to the sol GNATED FOR THE by virtue of this am | (b) By acknoticitation and ERECEIPT endment you | owledging rece I amendment n OF OFFERS I I desire to char | eipt of this amenumbers. FAIL PRIOR TO THI nge an offer alro | ndment on each copy of the URE OF YOUR E HOUR AND DATE eady submitted, such | |
| 13. THIS | ITEM ONLY APPLIES T It Modifies The Contra | | | | DERS | | |
| A. This Change Order is Issued Pursua The Contract/Order No. In Item 10. | | | | The Ch | anges Set Fortl | n In Item 14 Are Made In | |
| B. The Above Numbered Contract/Orde Set Forth In Item 14, Pursuant To T | | | Changes (su | ch as changes i | n paying office | , appropriation data, etc.) | |
| X C. This Supplemental Agreement Is En | tered Into Pursuant To Au | thority Of: Mutual | Agreeemer | nt of the Par | rties | | |
| D. Other (Specify type of modification a | and authority) | | | | | | |
| E. IMPORTANT: Contractor is not. 14. Description Of Amendment/Modification (| <u> </u> | this document and | | | copies to the Iss | <u> </u> | |
| SEE SECOND PAGE FOR DESCRIPTION | · | | , | · | | , | |
| Contract Expiration Date: 2012DEC15 | tions of the degree traffic | ronged in item 0.4 o | r 10A og bor | votoforo chona | od romains una | bonged and in full force | |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | |
| 15A. Name And Title Of Signer (Type or print |) | GREGORY | M. DIXON | Of Contracting .ARMY.MIL (5 | Officer (Type o | or print) | |
| 15B. Contractor/Offeror | 15C. Date Signed | 16B. United | d States Of A | America | | 16C. Date Signed | |
| | | By | | /SIGNED/ | | 2007JUN14 | |
| (Signature of person authorized to sign) NSN 7540-01-152-8070 | | | Signature of | Contracting C | | ORM 30 (REV. 10-83) | |
| 11011 / 340-01-134-00/0 | | JU-1UJ-UZ | | | STANDAKD F | OKM 30 (KE V. 10-03) | |

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SECTION A - SUPPLEMENTAL INFORMATION

Modification P00001 to contract W56HZV-07-D-0152 is issued to:

- 1) Add paragraph C.25 to the contract which revises the tire inspection criteria for the determination of when to replace tires. Attachment 008 has been added to this contract to list the tire tread depths and NSN for wheel and tire assemblies.
- 2) Clarify that Time and Materials efforts shall be invoiced for at the same time as the Firm Fixed price portion (Upon Vehicle completion). Section 5.2.3 has been amended to reflect this clarification.
- 3) Add Paragraph C.26 to the contract which incorporates the requirement for a parts forecast.
- 4) Add Paragraph C.27 to the contract which incorporates the requirement of a refurbishment decal.
- 5) Revise Paragraph C.10 to highlight the Overrage Repairable Item List (ORIL) requirement.
- 6) Revise Paragraph C.11 to incorporate the SAMS-E requirement.
- 7) The Clause Inspection and Acceptance Points: Origin has been modified to incorporate the sentence: "DCMA Middle East shall be responsible for performing the Inspection and Acceptance at the Contractor's facility in Kuwait."
- 8) Revise the mandatory parts list and actions. Attachment 004 has been revised to incorporate these revised mandatory replacement actions.
- 9) Allow the COR to approve IMADs and IMAD amendments. Paragraph C.5.2.1 has been modified to reflect this change.

All other terms and conditions including price remain unchanged and in full force and effect.

*** END OF NARRATIVE A0008 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Section C

Refurbishment of Line Haul Tactical Systems

DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT

- C.1 General
- C.2 Pre-Inspection Process
- C.3 Vehicle Requirements
- C.4 PRE-INDUCTION PROCEDURES AT CAMP ARIFJAN
- C.5 INDUCTION INSPECTION PROCEDURES AT CONTRACTOR'S FACILITIES
- C.6 Refurbishment
- C.7 Pricing Structure
- C.8 Final Inspection
- C.9 Return of Vehicles
- C.10 Unused Unserviceable Parts
- C.11 Government Supply System
- C.12 Facility Location
- C.13 Personnel
- C.14 Parts Push Package
- C.15 Task Order
- C.16 COR
- C.17 Quality Assurance/Quality Control
- C.18 Start of Work Meeting
- C.19 Performance Evaluation Meeting
- C.20 Reports
- C.21 Definitions
- C.22 Government Furnished Material, Property, and Services
- C.23 Contractor Furnished Items and Services
- C.24 General SOW Requirements
- C.25 Revised Tire Inspection Criteria
- C.26 Parts Forecast
- C.27 Refurbishment Decal

C.1 GENERAL

C.1.1 BACKGROUND. The requirement exists to refurbish the Armys fleet of Heavy, Medium and Line Haul Tactical vehicles in Southwest Asia. Coalition Forces Land Component Commands (CFLCC) intent is to establish a refurbishment program for equipment that has become highly worn due to battle damage, high mileage, extended usage, and additional weight due to AOA and A/C kits, extreme temperatures, and lack of sustained maintenance programs in the performance of their mission. Vehicles require regularly scheduled mandatory maintenance. Various unscheduled maintenance actions may be required on varying quantities of vehicles as required per the Army 10 and -20 maintenance standards to restore their full mission operability. Refurbishment must be done at a contractor owned and operated facility located in Kuwait.

C.1.2 DESCRIPTION. The contractor shall provide diagnosis, services and repairs in accordance with Technical Manuals (TMs), Technical Bulletins (TBs) Maintenance Advisory Messages (MAM), Modification Work Orders (MWO), Delayed Desert Damage (DDD) and other military instructions related to the equipment being diagnosed, serviced and repaired in support of the militarys refurbishment program. The contractor will refurbish end items and the associated subsystems to include:

Tactical Wheeled Vehicles and Trailers: M915 LINE HAUL FOV

C.1.3 FACILITY. The contractor shall operate a facility in Kuwait to receive, classify, store, and refurbish items and the associated subsystems. The refurbishment work includes, but is not limited to: inspection, cleaning, adjusting, repair and/or replacement of major assemblies and subassemblies. The repair and replacement may include, but not limited to circuit cards, electrical wiring, suspension components, bodywork and frame repairs, glass replacement, steering, front end, drive train, and brake components, radiator, hoses and belts. Some tasks may require light welding. Only spot CARC painting due to exposed metal or after repair due to corrosion or body damage is required. The Government Quality Assurance Representative (QAR) or Administrative Contracting Officer (ACO) will retain authority to waive the repair of any unscheduled maintenance action to a vehicle that is cosmetic in nature (e.g. tear in seat cushion). The contractor shall complete all required Scheduled Maintenance and Repair actions, and removal and replacement of specific major subcomponents as authorized under the fixed price CLINs and all authorized unscheduled maintenance and repair actions under the Time&Material (T&M) CLINs. For final acceptance, the contractor shall demonstrate all scheduled and unscheduled maintenance and repair actions were performed as authorized.

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C.2 PRE-INSPECTION PROCESS. The Government will use the Points System Checklists at Attachment 005 to initially qualify vehicles for induction into the Theater Provided Equipment (TPER) Refurb Program. This checklist determines whether the vehicle shall be a candidate for National Level RESET or if the vehicle is suitable to be refurbished under the TPER effort. The checklists will be applied to the TPER vehicles prior to arrival at the Refurb Center to insure that the appropriate candidate vehicles are provided to the contractor for refurbishment under this program. In the event the contractor receives a vehicle system that does not meet the induction criteria for the refurbishment program IAW Attachment 005, the contractor shall notify the DCMA ACO who shall provide disposition instructions. In no event shall a vehicle that qualifies for National Level RESET be inducted into the TPE Refurb program.

C.3 VEHICLE REQUIREMENTS. All vehicles will be inspected/repaired using the referenced material and criteria provided in Attachments 003, 004, and 005. These detailed service instructions include mandatory repair tasks and unscheduled maintenance tasks that are dependent on condition of vehicles at the time they are processed through the facility.

Attachment 003 Applicable Publications and Forms

Attachment 004 Additional Instructions and mandatory replacement parts

Attachment 005 Applicable Inspection Criteria

Documents referenced in Attachment 003 can be found at the following:

https://acc.dau.mil/CommunityBrowser.aspx?id=32379

https://www.logsa.army.mil

Except for TM 9-2320-315-14&P which is available in CD form. Please request a copy by providing your name and mailing address to John Jolokai via email john.jolokai@us.army.mil

The contractor shall provide all necessary resources and management to perform the following processes:

C.4 PRE-INDUCTION PROCEDURES AT CAMP ARIFJAN. Vehicles requiring Refurb shall require transportation (vehicles may or may not be driveable) in order to be inducted at the Contractors facility. The Contractor shall be required to obtain the vehicles from the appropriate CLASS VII yard at Camp Arifjan. The contractor assumes responsibility of each vehicle upon receipt of each vehicle at Camp Arifjan IAW the applicable Government Furnished Property clauses contained in this solicitation. The condition of the vehicle will be noted in the documentation provided upon contractor receipt at Camp Arifjan. This work includes, but it is not limited to: providing transportation assets to facilitate handling, classifying, storing of Class VII end items and return of refurbished vehicles back to the appropriate CLASS VII yard at Camp Arifjan. The Government shall notify the Contractor of available vehicles by serial number prior to vehicle pickup.

- C.5 INDUCTION INSPECTION PROCEDURES AT CONTRACTOR'S FACILITIES.Upon receipt of the vehicles the contractor shall load them in Unit Level Logistic System-Ground (ULLS-G) and process ULLS-G work order through Standard Army Maintenance System 1 (SAMS-1). The contractor will process ULLS-G work orders through SAMS-1 from customers identified by the government as direct customers. The contractor will order supplies and parts using the SAMS-1. The contractor will pick up and turn-in supplies and repair parts from/to the Supply Support Activity, (SSA) at Camp Arifijan In Accordance With, (IAW) AR 710-2, DA PAM 710-2-1 and AR 750-1. Each vehicle received by the contractor for induction into the TPER process shall be jointly inspected by the Contractor and the Government. It shall be jointly confirmed that the vehicle to be inducted meets the criteria for refurbishment spelled out in Attachment 005. The contractor and the Government will validate the initial results of the Points System Checklists completed during the pre-inspection process (see paragraph C.2) by completing a checklist for each vehicle to confirm the original results at the TPE Refurb Center. General condition of the vehicle to include all missing, damaged, destroyed, or non-standard components shall be noted and recorded. During the joint inspection, the contractor shall also check vehicles and equipment for sensitive, classified and hazardous materials to include Arms Ammunition and Explosives (AA&E) and take appropriate action in accordance with local SOP and QAR direction.
- C.5.1 INSPECTION AND MAINTENANCE AUTHORIZATION DOCUMENT (IMAD) Upon completion of the joint inspection, the contractor shall prepare an inspection report detailing all maintenance/repair actions needed for that particular vehicle. This inspection report shall include all mandatory maintenance/replacement actions required by the firm fixed price CLINs and applicable TMs. This inspection report shall also include the Contractor recommendation to the OAR as to:
- 1. The extent that any of the 4 major sub-assemblies (engine, transmission, axle, transfer case) require replacement under the TPER.
- 2. Any required additional maintenance that is not included in the fixed price, needed to bring the vehicle up to -10/-20 standards. The ACO or QAR will retain authority to waive the repair of any unscheduled maintenance action to a vehicle that is cosmetic in nature (e.g. tear in seat cushion).

The Inspection and Maintenance Authorization Document format shall be approved IAW Contract Data Requirements List (CDRL) A001

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C.5.2 The contractor shall provide as part of the IMAD an estimate of the number of hours needed to effect the maintenance/repair action that are beyond those included in the fixed price scope of work. This estimate shall include a breakdown of the skills required to perform the maintenance/repair, matched against the skills provided in the Time & Materials CLINS of the contract. If a vehicle requires no unscheduled maintenance actions an IMAD shall be prepared showing zero unscheduled maintenance hours and approved by the ACO.

- C.5.2.1 Upon approval of the IMAD by the ACO or COR, the contractor is authorized to proceed to perform, the scheduled maintenance, any approved major subsystem removal and replacement action and the approved unscheduled maintenance/repair actions, and any ancillary or associated maintenance/repair action, up to the hours authorized by the ACO or COR. In the event that during the course of the maintenance/repair action the contractor discloses additional unrelated needed maintenance/repairs, or if the hours authorized by the ACO/COR are expended, the contractor shall prepare and present to the ACO or COR an amended IMAD with a revised estimate of the T&M effort required. The amended IMAD shall include all previously authorized work plus the additional required maintenance/repairs. Upon approval of the amended IMAD the contractor may proceed to execute the revised estimate of maintenance/repair actions. The contractor shall track total authorized T&M hours for each individual vehicle inducted.
- C.5.2.2 The contractor shall be responsible to total all T&M hours authorized for all vehicles received. When the total hours authorized reaches 75% of the total hours funded for any labor category under the contract, the contractor shall notify the PCO that additional funding may be needed. In no event is the Contractor authorized to expend more hours than the amount funded under the applicable CLINs. This tracking of authorized hours shall also include a reconciliation of the hours authorized to the hours actually expended for a completed, accepted vehicle, with the authorized hours account credited for any hour authorized but not expended. The contractor shall make the total hours expended available to the Government upon request.
- C.5.2.3 The approved IMAD will become the basis for inspection and acceptance of the vehicle. At the end of the TPER process the contractor shall present the IMAD with a DD250 (or as an attachment in Wide Area WAWF) to the QAR so that the QAR may verify that the work authorized was satisfactorily performed. The QARs signature on the DD250 (or in WAWF) will authorize payment of the fixed price amount established in the CLIN for TPER of the vehicle and the T&M portion as established on the IMAD. Separate DD250s are authorized as needed for invoicing the T&M portion. However, unless authorized by the ACO/QAR, the contractor shall not invoice for the T&M portion of this contract until the vehicle has completed all scheduled and unscheduled maintenance and been accepted by the OAR.
- IMAD Summary Report (Monthly). The contractor shall incorporate the following information taken from the IMAD and DD250(or WAWF). At a minimum the information shall include: Vehicle serial number and total Unscheduled Maintenance Hours expended on the vehicle by action (each task). A brief description of accomplishments and any outstanding issues or problems shall also be included. The contractor shall collect this information in a database in Microsoft Excel format and provide to the Government IAW CDRL A002.
- C.6 REFURBISHMENT. The contractor shall perform vehicle maintenance to include both scheduled and unscheduled maintenance actions IAW the applicable Attachments 003,004, and 005 to bring each vehicle to the -10 and -20 maintenance standards.

This effort includes the contractor installing or if applicable refurbishing of add on equipment (e.g. Add on armor and air conditioning units) as required in Attachments 003 and 004.

C.7 PRICING STRUCTURE. The scope of work under this contract is composed of both Firm Fixed Price and Time and Materials components.

C.7.1 FIRM FIXED PRICE.

The contractor shall include and perform at a fixed price the following: Pickup and transportation from Camp Arifjan to Contractors facility (and return upon completition), induction and initial joint Government/Contractor inspection, performance of all mandatory scheduled services in accordance with Attachment 004, all reassembly of the vehicle that is related to those actions, the final inspection requirements of the vehicles and administrative time to include ordering parts and any supply transactions required on the vehicle as it's received.

C.7.2 FIRM FIXED PRICE-MAJOR SUB ASSEMBLIES.

The following items are not mandatory replacement actions however shall be fixed priced. All unscheduled maintenance that involves the removal and replacement of engines, axles, transmissions and transfer cases shall be firm fixed price. This shall include all costs associated with the effort in replacing the subassembly and include the cost of packaging the used recoverable part and transportation of them to Camp Arijan. Additional information on unserviceable parts may be found in C.10.

C.7.3 TIME AND MATERIALS.

The contractor shall charge and perform on a time and materials basis all unscheduled maintenance actions IAW -10 and -20 technical manuals, including spot CARC painting(if required), that are not fixed price. Unless specifically approved by the Government, the contractor is not authorized to perform any work under this contract on vehicles not meeting the threshold for induction into TPER as established in the Points System Checklist. The unscheduled maintenance charged under time and materials shall include all labor required to replace the part. If the replacement of the part requires additional testing/inspection requirements the contractor shall charge that portion under time and material. In the event of an unscheduled maintenance action charged under time and material, the contractor shall ensure that any overlapping labor that has already been or will be charged as part of a firm fixed price action is not charged under the time and materials portion.

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C.8 FINAL INSPECTION.

Upon completion of all Scheduled Maintenance and Repair actions required under the fixed price CLINs and all authorized unscheduled maintenance and repair actions under the T&M CLINs, the contractor shall demonstrate the vehicle is in accordance with the Government approved Final Inspection Record (FIR)(see C.17.3 for FIR requirements) for that vehicle, including demonstrating that all scheduled and unscheduled Maintenance & Repair actions annotated on the IMAD were performed as authorized.

- C.8.1 If the vehicle successfully demonstrates full FIR performance the vehicle shall be finally accepted and a DD250 with the IMAD attached shall be approved by the OAR.
- C.8.2 If full FIR performance is not achieved by the vehicle, the contractor shall, within the firm fixed price, investigate and determine the cause of the shortcomings. If the performance shortcoming is caused by a workmanship on Maintenance and Repair actions that the contractor performed or as a result of contractor furnished material, regardless of whether the work was performed under the FFP or T&M portions of the contract, the contractor shall provide at no additional cost to the Government all labor needed to remedy such shortcoming and demonstrate full FIR performance.
- C.8.3 If full FIR performance is not achieved, but there is no workmanship or material failure in any of the Maintenance and Repair actions attributable to the contractor under the FFP or T&M CLINs, then the contractor shall be considered to have met it delivery obligation under the contract, and is entitled to full payment for the fixed price work performed. The Government may authorize additional T&M effort to bring the vehicle up to full FIR performance levels.
- C.9 RETURN OF VEHICLES. The contractor shall coordinate with the Government to return the vehicles after inspection and acceptance.

C.10 USED UNSERVICEABLE PARTS.

The contractor shall, on a weekly basis, obtain the ORIL by the supported warehouses using SARSS. The contractor will have 10 days to turn-in all used/ excess recoverable parts and major assemblies. The contractor shall perform disposal/turn-in of used recoverable parts, major assemblies, as well as barrels or pallets of POL in accordance with local SOP or QAR instruction. If the container in which the new assembly was shipped is still suitable for packaging, the major sub-assemblies (Engines, axles, transmissions, and transfer cases) shall be packaged in the same container. If the container is not suitable for packaging the contractor shall provide a similar container. The contractor shall drain all fluids from the item; ensure the container is free of oil and otherwise suitable for shipment to the SSA.

- C.11 GOVERNMENT SUPPLY SYSTEM. The contractor shall use the Armys Supply system IAW AR 710-2, DA PAM 710-2-1, DA PAM 710-2-2, AR 725-50, AR 750-1, and associated automated system TMs. The contractor shall use SAMS-E to requisition, receive and track shipping status of all Government furnished CL IX material IAW applicable US Army regulations, local command policies, and the SAMS-E user manual. The contractor shall ensure their facility has a dedicated line for File Transfer Protocol (FTP) blast capabilities. The contractor shall be responsible for providing trained personnel who have an understanding of US Army supply and SAMS-E operating systems.
- C.11.1 In the event the contractor cannot obtain parts through the Government supply system within sufficient time to complete the timely repair of vehicle, the contractor is authorized to locally purchase parts through commercial sources upon receipt of ACO approval. In the event the contractor locally purchases, the contractor shall document all parts costs associated with parts obtained commercially by serial number and provide proper invoicing information. The contractor shall keep records of purchase and running total of expenditures per FAR 45.5 and property control plan. After the contractor exhausts all other means for obtaining the required parts to continue vehicle refurbishment, the contractor may, as authorized by the ACO, utilize parts available from other Government owned vehicles in its possession.
- C.11.2 When the total cost of parts authorized by the ACO reaches 75% of the total dollar amount funded under the contract, the contractor shall notify the PCO that additional funding may be needed. Any parts obtained in this manner shall meet OEM standards so as to not degrade or impact the technical and logistics requirements established for the system. The contractor shall invoice for the material under the Time and Materials CLINs only when the contractor purchased part is utilized not when the part is purchased.
- C.11.3 The contractor shall maintain an adequate inventory (via the Government supply system) of mandatory replacement parts and those which may be needed in the course of repair that are found in the appropriate Technical Manual and related reference material associated with the equipment so as not to jeopardize performance under the scope of this contract. However, the contractor is responsible to manage the inventory of parts such that excessive inventory is not accumulated, and shall promptly notify the ACO when GFM parts in its possession are excess to current and anticipated delivery requirements and are available for return to the supply system. Contractor shall ensure segregation of Government furnished material and any parts/equipment that has been locally purchased.
- C.11.4 SUPPLY SUPPORT ACTIVITY. The Contractor shall be required to obtain the Government Provided parts from the appropriate Supply Support Activity, located at Camp Arifjan, to maintain the Refurb delivery schedule. This work includes, but it is not limited to: providing transportation assets to facilitate handling, classifying, storing of Class IX repair parts and return of unserviceable assemblies to the SSA. Attachment 006 provides the local SOP on DRMO retrograde of the unserviceable assemblies. The local SOP on retrograde of unserviceable assemblies will be provided no later than receipt of contract award.

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- C.12 LOCATION. The contractor shall provide a facility within an approximately 75 KM radius of Camp Arifjan, Kuwait, that meets the minimum criteria as prescribed in Attachment 007. Contractors Facility must be located in Kuwait and be easily accessible to Camp Arifjan. The contractor shall site its facilities in consideration that the contractor will be convoying significant numbers of heavy equipment and repair parts to and from the contractors location. The contractor shall locate the facilities such that there is easy access to the facility without any undue burden or disruption of the local course of business, livelihood, culture and sensibilities of the local population.
- C.12.1 FACILITY. The contractors facility shall have sufficient space to accommodate the performance of Government personnel. The space at a minimum shall include 7 workstations that allow for access to the internet and phone services.
- C.13 PERSONNEL. All contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.
- C.13.1 The Contractor shall hire personnel capable of performing maintenance, receiving, classifying, storing and issuing equipment, parts and supplies IAW Army Technical Manuals/Technical Bulletins and reference material related to the equipment being refurbished, and applicable Army Regulations governing maintenance (AR 750-1), supply (AR 710-2) (DA PAM 710-2-1 and property accountability (AR 735-5) requirements. The Contractor shall provide for a sufficient number of English speaking personnel to insure that the Scopes of work and U.S. Army reference material can by fully understood and implemented during the refurbishment process.
- C.13.2 The contractor shall comply with the current CONUS Replacement Center (CRC) requirements at the time of deployment of personnel from CONUS to Kuwait.
- C.13.3 Prior to deployment, the Contractor shall ensure that each contract employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the Contracting Officer.
- C.13.4 The Government will provide the contract employees with Chemical Defensive Equipment (CDE) familiarization training commensurate with the training provided to Department of Defense civilian employees. Current POC for this training is Mr. Earl Davis, AMC CONUS Deployment Representative, (404) 464-6293. The training will take place at the CRC located at Fort Bliss, TX. (Subject to location change)
- C.13.5 The Government shall provide the contract employees with all identification cards and tags required for deployment. These shall be obtained through the CRC. The contract employees are required to obtain a medical screening at the CRC for FDA approved immunizations, which shall include DNA Sampling. The contract employees are required to bring passports, visa, shot records and personal items to the CRC. They may also be issued all required military unique Organizational Clothing and Individual Equipment (OCIE) at the CRC.
- C.13.6 The Government shall provide the contract employees with the necessary ISOPRED and FPI/SERE training. This training will be conducted at the CRC.
- C.14 PARTS PUSH PACKAGE. The Government will provide as a part of Government Furnished Material, a push package of parts to facilitate timely refurbishment of vehicles during the initial ramp up period. The push package will consist of the mandatory and selected unscheduled replacement parts sufficient for 3 months of production. Full listing of push parts will be provided to the contractor 10 days after contract award. Contractor will be allowed to respond and request adjustments to the initial push packages within 7 days of receipt of the push package list.
- C.15 TASK ORDER. The Contractor shall begin performance after date of award and award of the first task order. The facility shall establish an Initial Operational Capability (IOC) by inducting vehicles meeting the criteria for refurbishment for processing within 60 days after date of award. IOC is further defined as the ability to deliver no less than 10 completed vehicles within 90 days after date of award with a ramp up of production between 90 days and 180 days such that the full rate required by the delivery order is reached by 180 days after delivery order award.
- C.15.1 The Government reserves the right to adjust the vehicle models and quantity of equipment refurbished by the contractor based on Theater requirements and availability. If the Government changes the priority of work based on quantity and/or type, the contractor will be given notification, in writing, 30 days prior to adjusted production requirements(see F narrative F0001 for additional information). Any additional work that exceeds the scope of effort outlined herein, in terms of proposed hours, materials and/or travel costs, shall be subject to further negotiation as required by the Changes Clause found in the contractors basic contract.
- C.16 CONTRACTING OFFICERS REPRESENTATIVE (COR): The COR for this task order is, xxxxxxxxxxxx DSN xxxxxxxxxxxx. The COR is subject to change at any time upon written notice from the PCO.
- C.17 QUALITY ASSURANCE/QUALITY CONTROL.

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C.17.1 Quality System/Program. The Contractor shall develop, implement, and maintain a quality system acceptable to the Government for all supplies and services to be provided under this contract. The quality system shall, as a minimum, meet the requirements of ANSI/ISO/ASQ Q9001:2000 Quality Management System Requirements, or an equivalent standard acceptable to the Government. Government approval of the Quality System is not required, if at the time of contract award, the Contractor is registered to this standard by an accredited third party auditing firm or certification body. The Contractors Quality System requirements shall apply at the place of execution, fabrication, in-process and final assembly. The quality system shall address all software and hardware contractual requirements. The quality system and manual shall follow the guidelines in ISO10013:1995, Guidelines for Developing Quality Manuals or an equivalent document. The Quality Assurance Manual and procedures shall be made available to the Government for review upon request.

C.17.2 In-Process Inspection: The Contractor shall identify and establish in-process inspection points and document inspections where the absence of such inspections could adversely affect component or system quality. These inspections shall evaluate the conformance of materials, welding, workmanship and processes to contractual, drawing and performance specification requirements. The Contractor shall collect and analyze data to assure the Government Representative of statistical process capability. The Government reserves the right to either witness or conduct its own in-process inspections

C.17.3 Final Inspection Record (FIR). The Contractor shall prepare and maintain an end item FIR for vehicles delivered, to include a listing of all scheduled and unscheduled maintenance actions completed. The FIR shall incorporate the IMAD document. The FIR shall list each characteristic/function inspected to verify the contractor has performed the maintenance and repair actions as required by the Government approved IMAD. The FIR shall be in the Contractor Format, however at a minimum, the FIR shall have blocks for the contractor inspector's initials indicating that each vehicle maintenance action was inspected and either accepted or rejected, and another block for re-inspection and acceptance of any rejected characteristic or function. Final review and acceptability shall be indicated by a signature block containing the full name and title of the contractor rendering approval. A sheet to record deficiencies and corrective actions shall be attached as the last sheet of the FIR. IAW CDRL A005 the FIR shall be provided to the Government and shall be subject to Government review and comment. Upon Government approval, any subsequent changes to the FIR shall be approved by the PCO.

C.17.3.1 If the Contractor determines that the FIR is not appropriate for final inspection of the end item for any reason, the contractor must obtain written approval from the Government prior to employing any other form for this purpose.

C.17.4 FINAL INSPECTION.

Upon completion of all Scheduled Maintenance and Repair actions required under the fixed price CLINs and all authorized unscheduled maintenance and repair actions under the T&M CLINs, the contractor shall demonstrate the vehicle is in accordance with the Government approved Final Inspection Record (FIR)(see C.17.3 for FIR requirements) for that vehicle, including demonstrating that all scheduled and unscheduled Maintenance & Repair actions annotated on the IMAD were performed as authorized.

- C.17.4.1 If the vehicle successfully demonstrates full FIR performance the vehicle shall be finally accepted and a DD250 with the IMAD attached shall be approved by the OAR.
- C.18.4.2 If full FIR performance is not achieved by the vehicle, the contractor shall, within the firm fixed price, investigate and determine the cause of the shortcomings. If the performance shortcoming is caused by a workmanship or contractor furnished material failure on Maintenance and Repair actions that the contractor performed, regardless of whether the work was performed under the FFP or T&M portions of the contract, the contractor shall provide at no additional cost to the Government all labor needed to remedy such shortcoming and demonstrate full FIR performance.
- C.17.4.3 If full FIR performance is not achieved, but there is no workmanship or contractor furnished material failure in any of the Maintenance and Repair actions attributable to the contractor under the FFP or T&M CLINs, then the contractor shall be considered to have met it delivery obligation under the contract, and is entitled to full payment for the fixed price work performed. The Government may authorize additional T&M effort to bring the vehicle up to full FIR performance levels.
- C.17.5 Inspection Equipment. Except as otherwise expressly provided for under this contract, the Contractor is responsible for the supply, care, calibration and maintenance of all inspection and test equipment necessary to assure that end item components conform to contract requirements.
- C.17.5.1 The Contractor shall calibrate all inspection and test equipment used for inspection, testing, and acceptance testing in accordance with the requirements in ANSI/ISO/ASQ 9001:2000 and in conformance with the guidance in ISO10012-1 and -2, Quality Assurance Requirements for Measuring Equipment.
- C.17.5.1.1 The Contractor shall make inspection equipment available to the Government Inspector during Government in-process or end item inspection. Upon completion of the inspection by the Government Inspector, all inspection equipment shall be returned to the Contractor.
- C.17.6 Inspection Records. Inspection records of the examinations and tests (either in-process or end item) performed by the Contractor shall be kept complete and available to the Government for a period of 6 months following completion of the contract.

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- C.17.7 The Contractor shall establish and maintain a complete Quality Control Plan IAW CDRL A003 to ensure requirements of the contract are provided as specified above. One copy of the contractor's draft Quality Control Plan shall be provided to the contracting officer; not later than the Start of Work meeting. An updated copy must be provided to the ACO and contracting officer on the performance start date and as changes occur throughout the duration of the contract.
- C.17.8. The Quality Control Plan shall describe the methods for identifying and preventing defects before the level of performance becomes unacceptable regarding the process of inspecting and refurbishing the equipment.
- C.17.9. The Government will evaluate the Contractor's performance under this contract using the method of surveillance utilizing random sampling of completed vehicles The Government will record all surveillance observations of the Contractor. When the Government observes defective performance, the QAR will obtain the Contractor's representatives' initials on the record of observation.
- The QAR will inspect and verify that all services and maintenance performed meet Government standards prior to accepting vehicles.
- C.18 START OF WORK MEETING. A start of work meeting shall be held at U.S. Army TACOM-LCMC within 15 days of contract award. The actual date will be coordinated between the contractor and the PCO. The contractor shall provide written minutes of these meetings IAW CDRL A004, which must be signed by the contractor's manager and Government Representative.
- C.18.1 The Government reserves the right to hold a start of work meeting at the Contractors refurbishment facility. The actual date will be coordinated between the contractor and the COR or ACO/PCO. The contractor shall provide written minutes of these meetings IAW CDRL A004, which must be signed by the contractor's manager and COR/ACO.
- C.19 PERFORMANCE EVALUATION MEETINGS. At the QARs discretion the contractor shall meet to discuss various performance issues. Meetings will be scheduled as needed and can be accomplished through a Video Telephone Conference (VTC). The contractor may request meetings whenever a Contract Discrepancy Report is issued. The contractor shall provide written minutes of these meetings IAW CDRL A004, which must be signed by the contractor's manager and COTR.
- C.20 REPORTS. The contractor shall electronically submit the following reports, in Contractor format, in accordance with the referenced CDRLs:
- C.20.1 FINAL INSPECTION REPORT. The contractor shall extract from the available technical documentation the levels of performance each vehicle shall demonstrate in order to be certified as meeting 10 and 20 standards. These performance levels shall be compiled into a Draft FIR to be used to demonstrate the refurbished vehicles performance and shall be submitted to the Government for review 30 after contract award IAW CDRL A005.
- C.20.2.1 Production Report (Weekly). The contractor shall provide a report detailing the total number of vehicles available by model for refurb, assets inducted into the refurb program, and the number of assets completed during the week by vehicle model. (CDRL A007)
- C.20.2.2 Locally Purchased Parts Report (Monthly). The contractor shall provide a report by NSN to include a list of all parts that were purchased outside the Government supply system. The report shall include the NSN, serial number, and model serial number of the vehicle they were used on. (CDRL A008)
- C.21 DEFINITIONS. RESERVED
- C.22 GOVERNMENT FURNISHED MATERIAL, PROPERTY, AND SERVICES.
- C.23. CONTRACTOR FURNISHED ITEMS AND SERVICES.
- C.24 GENERAL SOW REQUIREMENTS. Except for those items specifically stated to be Government furnished in this solicitation, the Contractor shall furnish everything required to perform this contract The contractor shall provide every thing else needed to accomplish the requirements listed in this SOW and related reference material associated with the vehicles being refurbished with the exception of the parts requisitioned by means of Standard Army Management Information Systems (STAMIS). The contractor is responsible for all costs to perform the effort with the exception of the hardware costs of replacement parts, which will be ordered by the Contractor, but will be provided as Government Furnished Material. This includes but not limited to the contractor providing all equipment, tools, miscellaneous materials, and computers, necessary to accomplish the services and repairs as needed. This will also include but is not limited to overhead lift capability, forklifts, welding equipment, servicing equipment, and air compressors. In addition, the contractor will provide personal protection equipment (PPE) and items for personnel safety, i.e. safety shoes, coveralls, and hearing protection IAW standard OSHA and/or theater requirements.
- C.25 REVISED TIRE INSPECTION CRITERIA The language here supersedes the language found in Attachment 004 and applicable Technical Manuals. Refer to TM 9-2610-200-14 and check each tire for wear using depth gauge, measure depth across tread at outside edge, center, and inside edge at 12 oclock, 8 oclock, and 4 oclock positions around outside of tire. If tread depth is less than 1/2 of original tread depth, replace tire. Inspect each tire for cuts, defects, and signs of unusual tread wear. If damage is found, replace tire. Ensure all lug nuts are present and tight. Ensure each tire is inflated to correct PSI IAW applicable TMs. Refer to Attachment 008 for

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new tire tread depth and NSN for wheel and tire assembly.

C.26 PARTS FORECAST: Every 90 days after contract award the contractor shall provide to the Contract Specialist, a forecasted list of parts (both scheduled and unscheduled) that the contractors plans on ordering within the next 90 days. This forecast is designed to help maintain adequate stockage levels in the Government Supply system. The parts forecast shall be in contractor format but should include the NSNs, and quantities of the parts forecasted.

C.27 REFURBISHMENT DECAL: Upon final Government Acceptance, the contractor shall affix to the vehicle (in a Government agreed upon location) a Government furnished decal. The Contractor shall fill in the appropriate data (Date Refurbishment completed, Mileage, etc) on the decal prior to affixing to the vehicle.

*** END OF NARRATIVE C0001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

| Status Regulatory Cite | Title | Date |
|------------------------------------|--|----------|
| E-1 CHANGED 52.246-4028 (TACOM) | INSPECTION AND ACCEPTANCE POINTS: ORIGIN | NOV/2005 |

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN.

Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

| INSPECTION POINT: | _Yusef A. Alghanim & Sons W.L.L(Name) (CAGE) |
|-------------------|--|
| | _Al Salmi Road Plot # 5744, Jahra-Waha P.O. Box 233, SAFAT 13003, Kuwait |
| ACCEPTANCE POINT: | _Yusef A. Alghanim & Sons W.L.L(Name) (CAGE) |
| | _Al Salmi Road Plot # 5744, Jahra-Waha P.O. Box 233, SAFAT 13003, Kuwait |

DCMA Middle East shall be responsible for performing the Inspection and Acceptance at the Contractor's facility in Kuwait. [End of Clause]

| CONTINUATION SHEET | | Reference No. of Document Bei | | Page 12 of 12 | | | | | | | |
|---|------------------|-------------------------------|-------------|---------------|----------------|--|--|--|--|--|--|
| | | PHIN/SHIN W56HZV-07-D-0152 | MOD/AMD POO | | | | | | | | |
| Name of Offeror or Contractor: OSHKOSH TRUCK CORP | | | | | | | | | | | |
| SECTION J - LIST | OF ATTACHMENTS | | | | | | | | | | |
| List of | | | | Number | | | | | | | |
| Addenda | | Title | Date | of Pages | Transmitted By | | | | | | |
| Attachment 0008 | TIRE TREAD DEPTH | | | | EMAIL | | | | | | |